

**NO TRANSFER
TAX PAID**

37-194

(6) Prepared by and Return to:
Transcontinental Title
2605 Enterprise Road East, Ste 150
Clearwater FL 33759

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that **CHRIS S. MONEY**, whose address is 102 Halifax Street, Winslow, ME 04901, and **SHARI L. HANOVER-MONEY**, whose address is 201 Water St 1, Waterville, ME 04901, **husband and wife, joint tenants**, hereinafter called grantor, for \$1.00 and for consideration the forgiveness of the debt as further stated herein, do hereby grant, bargain, sell and convey unto **WELLS FARGO FINANCIAL MAINE, INC.**, whose address is 4143 121st Street, Urbandale, IA 50323 hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of **Kennebec**, State of Maine, described as follows:

CERTAIN LOTS OR PARCELS OF LAND WITH THE BUILDINGS THEREON, SITUATED ON YEATON STREET, IN SAID WATERTOWN AND BEING LOTS NUMBERED THREE HUNDRED THIRTY-EIGHT (338) AND THREE HUNDRED THIRTY-NINE (339) ACCORDING TO A PLAN OF LOTS AT COOL STREET HEIGHTS ANNEX, NOW OR FORMERLY BELONGING TO THE A.F. HUTCHINSON LAND COMPANY, INC, SAID PLAN BEING MADE BY ERNEST W. BRANCH, C.E. DATED JULY 5, 1923, AND RECORDED IN THE KENNEBEC REGISTRY OF DEEDS IN THE PORTFOLIO.

Property Address: 76 Yeaton St Waterville, ME 04901

Parcel ID # 37-194

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the

event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.


Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action stated above with respect to that certain mortgage signed on the 21st day of **December, 2005**, by grantor in favor of **WELLS FARGO FINANCIAL MAINE, INC.,** and recorded at Book No. **8760** Page **0266**, real property records of **Kennebec County, Maine** on the 9th day of **January, 2006**.


In constructing this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this 23 day of May, 2008.


CHRIS S. MONEY
5-23-08

STATE OF Maine
COUNTY OF Kennebec

I, Chris Money, a Notary Public, hereby certify that **CHRIS S. MONEY**, whose name(s) is (are) signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he (they) executed the same voluntarily on the day the same bears date. Given under me hand and seal of office this 23 day of May, 2008.


NOTARY
My commission expires: 5-20-12

IN WITNESS WHEREOF, the grantor has executed this instrument this 29 day of May, 2008.

Shari Hanover-Money
SHARI L. HANOVER-MONEY

STATE OF Maine
COUNTY OF Kennebec

I, Michele L. Bates, a Notary Public, hereby certify that SHARI L. HANOVER-MONEY, whose name(s) is (are) signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he (they) executed the same voluntarily on the day the same bears date. Given under me hand and seal of office this 29 day of May, 2008.

Michele L. Bates
NOTARY
My commission expires:

MICHELE L. BATES
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES
MARCH 30, 2014

EXHIBIT "A"

ESTOPPEL AFFIDAVIT

STATE OF MAINE

COUNTY OF Kennebec

CHRIS S. MONEY AND SHARI L. HANOVER-MONEY, husband and wife, being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **WELLS FARGO FINANCIAL MAINE, INC.**, dated the 23 day of MAY, 2008, conveying the following described property, to-wit:

CERTAIN LOTS OR PARCELS OF LAND WITH THE BUILDINGS THEREON, SITUATED ON YEATON STREET, IN SAID WATERVILLE AND BEING LOTS NUMBERED THREE HUNDRED THIRTY-EIGHT (338) AND THREE HUNDRED THIRTY-NINE (339) ACCORDING TO A PLAN OF LOTS AT COOL STREET HEIGHTS ANNEX, NOW OR FORMERLY BELONGING TO THE A.F. HUTCHINSON LAND COMPANY, INC, SAID PLAN BEING MADE BY ERNEST W. BRANCH, C.E. DATED JULY 5, 1923, AND RECORDED IN THE KENNEBEC REGISTRY OF DEEDS IN THE PORTFOLIO.

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **WELLS FARGO FINANCIAL MAINE, INC.**, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **WELLS FARGO FINANCIAL MAINE, INC.**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **WELLS FARGO FINANCIAL MAINE, INC.**;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **WELLS FARGO FINANCIAL MAINE, INC.** who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$1.00 by **WELLS FARGO FINANCIAL MAINE, INC.** and **WELLS FARGO FINANCIAL MAINE,**


INC.'s agreement to forbear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein was executed by the undersigned to **WELLS FARGO FINANCIAL MAINE, INC.**, dated the 21st day of **December, 2005**, and recorded in Book No. **8760** Page **0266** of **Kennebec** County, State of Maine. At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of **WELLS FARGO FINANCIAL MAINE, INC.**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: 5-13-08



CHRIS S. MONEY

Subscribed and sworn to before me this 23 day of May, 2008, by **CHRIS S. MONEY**.


NOTARY PUBLIC

expires 5-20-12

IN WITNESS WHEREOF, the grantor has executed this instrument this 29 day of May, 2008.

Shari Hanover-Money
SHARI L. HANOVER-MONEY

STATE OF Maine
COUNTY OF Kennebec

I, Michele L. Bates, a Notary Public, hereby certify that **SHARI L. HANOVER-MONEY**, whose name(s) is (are) signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he (they) executed the same voluntarily on the day the same bears date. Given under me hand and seal of office this 29 day of May, 2008.

Michele L. Bates
NOTARY

My commission expires:



**MICHELE L. BATES
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES
MARCH 30, 2014**

Received Kennebec SS.
06/06/2008 10:33AM
Pages 6 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS